

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST LABORERS-EMPLOYERS  
HEALTH & SECURITY TRUST, WESTERN  
WASHINGTON LABORERS-EMPLOYERS  
PENSION TRUST, NORTHWEST  
LABORERS-EMPLOYERS TRAINING  
TRUST, and WASHINGTON AND  
NORTHERN IDAHO DISTRICT COUNCIL  
OF LABORERS, and its affiliated Union  
Locals

NO.

# COMPLAINT FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT

## Plaintiffs

V.

## JOHN-WAYNE CONSTRUCTION CO.

## Defendant

COME NOW PLAINTIFFS, and for their cause of action, allege as follows:

1. Plaintiffs Northwest Laborers-Employers Health & Security Trust, Western Washington Laborers-Employers Pension Trust, and Northwest Laborers-Employers Training Trust (Trusts) are joint labor-management employee benefit trusts created pursuant to § 302(c)(5) of the Labor-Management Relations Act (the Act), 29 U.S.C. § 186(c)(5) and bring

**COMPLAINT FOR BREACH OF  
COLLECTIVE BARGAINING AGREEMENT—1**

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1 this action in accordance with §§ 502(d)(1), 502(a)(3) and 515 of the Employee Retirement  
2 Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq.

3       2. Plaintiff Washington and Northern Idaho District Council of Laborers and its affiliated  
4 Union Locals (Union) is a labor organization that has its principal office located at 12101  
5 Tukwila International Blvd. Ste. 300, Seattle Washington.

6       3. Defendant John-Wayne Construction Co. (Employer) is engaged in business within the  
7 jurisdiction of this Court, and such business affects commerce within the meaning of  
8 § 301(a) of the Act, 29 U.S.C. § 185(a).

9       4. Jurisdiction is conferred on this Court by § 301(a) of the Act, 29 U.S.C. § 185(a) and  
10 §§ 502(a)(3) and 502(e)(2) of ERISA, 29 U.S.C. § 1132(a)(3) and § 1132(e)(2).

11       5. At all times material the Employer and the Union and its affiliated Locals were parties  
12 to a collective bargaining agreement (Labor Agreement) and Trust agreements, material parts of  
13 which are attached to this Complaint as Exhibits A and B, respectively. Plaintiff Trusts are third-  
14 party beneficiaries to the Labor Agreement.

15       6. The Employer has failed to abide by the terms and conditions set forth in the Labor  
16 Agreement and Trust Agreements and is, and continues to be, delinquent in the payment of  
17 fringe benefit contributions, dues, and other wage deductions in the known amount of \$2,879.88  
18 for the period August 2013 through March 2014. As a result of this delinquency, the Employer  
19 also owes liquidated damages of \$544.37, interest of \$2,324.83, and auditor fees of \$3,397.51.  
20 The total known amount owing as of the filing of this Complaint is \$9,146.59, all of which is  
21 due and payable under the terms of the Labor Agreement and Trust Agreements. The  
22 Employer's failure to pay is also a violation of § 515 of ERISA, 29 U.S.C. § 1145.

7. Under the terms of the Labor Agreement and Trust Agreements to which the Employer is bound, the Employer is also obligated to pay all liquidated damages in the amount of 15 percent (15%) of the delinquent contributions owing, interest computed at the rate of 15 percent (15%) per annum, and costs and expenses incurred, including reasonable attorney fee.

8. If judgment is entered by default, a reasonable attorney fees as of the date of this Complaint is \$2,000.00.

WHEREFORE, Plaintiffs pray for the following relief:

- (a) Judgment against Defendant John-Wayne Construction Co., for the period August 2013 through March 2014, fringe benefit contributions and wage deductions of \$2,879.88, liquidated damages of \$544.37, interest of \$2,324.83, and auditor fees of \$3,397.51;
  - (b) All costs and attorney fees incurred; and
  - (c) Such other relief as the Court deems just and equitable.

DATED March 27, 2019

/s Mary L. Stoll  
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**COMPLAINT FOR BREACH OF  
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